

**MEMORANDUM OF POINTS AND AUTHORITIES**

A corporation is managed by its board of directors who answer to, and are elected by the shareholders. The Shareholders of SCOOBEEZ GLOBAL, INC. held a special meeting at which they voted to remove one member of the board of directors and replace him with three additional members. That new board has not attempted to exercise control over property of the estates, or to direct the actions of the Debtors in this case. The shareholders are greatly concerned over the course the Debtors have followed in this case, particularly the undue influence that secured creditor Hillair has exercised over the “old board” and management. Movant, one of the shareholders attending the meeting, and voting in favor of the actions taken at that meeting, requests that the court recognize the actions of the shareholders to create the newly constituted board as the current Board of Directors of SCOOBEEZ GLOBAL, INC. and that the actions of the Board of Directors do not violate the Automatic Stay of Proceedings, or alternatively, that the Board be granted relief from stay so that it may freely govern the corporations. Since this Debtor is the parent of the other Debtors in this case, the decisions of that board will determine the actions of those Debtors. However, the shareholders made it clear to the new board members that they would not countenance any attempt to put Shahan Ohanessian in charge of, or with access to, the moneys of the Debtors.

**A SHORT HISTORY OF THE FACTS**

The Debtors filed their Chapter 11 Petitions on April 30, 2019. The Debtors are debtors-in-possession of their estates. Cash collateral orders between the Debtors and secured creditor Hillair Capital Management, LLC (“Hillair”) were entered on an interim basis throughout the case, and continue to be in effect. On August 29, 2019, the Debtors filed a motion seeking approval of the sale of substantially all assets, subject to a stalking horse bid by senior secured creditor Hillair. The Debtors also obtained orders setting forth

1 procedures for the marketing of the Debtors and their assets as well as the conduct of any  
2 sales in light of expected overbids. At a hearing on October 17, 2019, the Debtors  
3 admitted that they had not obtained any offers. The hearing was continued to November  
4 7, and later to November 18 when the motion was denied. Meantime, the Debtors filed a  
5 complaint against Amazon Logistics Inc. ("Amazon") on October 25, which turned around  
6 and filed a motion for relief from stay contending that it had the right to terminate its  
7 agreements with the Debtors. Amazon provides the vast majority of the Debtors' delivery  
8 business.

9 If the motion to approve the sale of all of the Debtors' assets had been approved  
10 and secured creditor Hillair was the buyer, there would be no distribution to the unsecured  
11 creditors absent Hillair's charity, no distribution to equity, and a probable wholesale  
12 reduction in the workforce. The relationship with Amazon has been allowed to sour to the  
13 point of litigation and threats of termination of contracts, and the future prospects of the  
14 Debtors are cast into substantial doubt.

15 On October 18, 2019, the shareholders of SCOOBEEZ GLOBAL, INC. made a  
16 written demand upon the co-executive officers that a special meeting of the shareholders  
17 be called and noticed within 15 days. The executive officers did not respond to the  
18 demand, but instead stated that they were doing research and that a response would  
19 follow.

20 On October 29, 2019, majority shareholder Shahan Ohanessian served notice upon  
21 the Board, officers and bankruptcy counsel that due to their failure to call a shareholders  
22 meeting, he was calling one for November 1, 2019 to discuss the current status of  
23 Scoobeez Global, the actions of the current board of directors, Scoobeez Global's  
24 relationship with, and the recently filed lawsuit against, Amazon, as well as possible  
25 removal of the existing Board or some of its members.

26 The executives responded on October 31 that they would not call a special meeting  
27 of the shareholders because notice would have to be sent to all shareholders, that they did

1 not have a current list of shareholders, that the transfer agent of Scoobeez Global could  
2 compile such a list, that it would cost approximately \$6,000 to obtain that list, that the cash  
3 collateral budget did not take such an expense into account, and that permission to incur  
4 that expense had been denied by the secured creditor.

5 The Special Meeting of the Shareholders took place on November 1, 2019 at  
6 approximately 12:00 noon. Three shareholders were present. Prior to any motions or  
7 votes, the shareholders discussed the Amazon situation, their dissatisfaction with the  
8 seeming take-over of the company by Hillair including the relations between Hillair and  
9 CRO Brian Weiss, the seeming absence of Daniel Harrow from governance, the potential  
10 sale of the company to Hillair with no return to creditors or shareholders, and the need to  
11 explore other means of reorganization. After review of the situation, the shareholders  
12 voted to remove Daniel W. Harrow as a member of the board,, and voted to elect Chishona  
13 Ohanessian, Shahan Ohanessian and Gregori Sedrakyan as new directors.

14 The first act of this new board was to ask the Debtors' management why a sale is  
15 a better alternative than restructuring and reorganization of the Debtors. It will seek  
16 answers into the issues of excess technology spending. It will deal with conflicts of interest  
17 among the officers of the debtors, and it may seek a new Chief Restructuring Officer who  
18 does not have ties to Hillair. It will not wrest control of the finances of the Debtors from its  
19 management.

20 The action by the shareholders should be recognized as a legitimate means to  
21 exercise their inherent power to control the Debtors' reorganization.

22  
23 **DECISIONS OF DEBTORS' MANAGEMENT HAVE DELETERIOUSLY IMPACTED**  
24 **THE BUSINESS OF THE DEBTORS**

25  
26 At a time when business is down 40% from its pre-bankruptcy level, when its best  
27 customer, Amazon, is threatening to cut off all business from the Debtors, and when its

1 buyer backed out of the APA causing its sale motion to be denied, the Debtors paid  
2 \$86,000 in one month to its Chief Restructuring Officer, and doubled the pay of its co-  
3 CEOs, George Voskanian and Scott Sheikh, Ohanessian's former lawyer. A sophisticated  
4 logistics company seems to be overspending on outside technology consultants.

5 Secured creditor Hillair took over the Debtors through its cash collateral powers  
6 within three weeks of the Petition Date. It forced the ouster of Scoobeez' president and  
7 founder, Shahan Ohanessian. It installed its own nominee as Chief Restructuring Officer,  
8 Brian Weiss. It added a new board of directors, installing Weiss, respected Chapter 7  
9 trustee Howard Grobstein, and Daniel W. Harrow, a man with a limited known background.  
10 During this regime, revenue has dropped by 40% from pre-petition levels, the relationship  
11 with Amazon has soured to litigation and threatened termination of contracts, and a sale  
12 of the Debtors' estates to Hillair which would return nothing to anyone but Hillair was  
13 floated and denied.

14 The sale to Hillair, while termed a stalking horse bid, was really an attempt to freeze  
15 out any competition. The sale to Hillair would not have generated a return to unsecured  
16 creditors let alone equity. The responsibility for undertaking these tasks lies with the Board  
17 of Directors not just the attorneys who advise them and who follow their instructions. This  
18 does not look like a board which understands its fiduciary obligations in a chapter  
19 proceeding. Rather, it is a puppet of Hillair.

20 Debtors' top management is rife with conflicts of interest. Weiss is the chosen CRO  
21 of Hillair, and undoubtedly hopes for future appointments. Sheikh remains the attorney of  
22 ousted officer and director Ohanessian. That appears to be serving two masters with  
23 different agendas.

24 In addition, the Debtors paid Weiss \$86,000 in one month, which annualizes to over  
25 \$1,000,000. They apparently ran up over \$1-million in Debtor-in-Possession attorneys'  
26 fees (Application at docket # 376), plus the fees of Creditors Committee Counsel  
27 (\$244,000, docket # 378) others (\$100,000 to Armory Securities, docket # 37, and

1 \$272,500 to Conway MacKenzie, docket # 372). Yet that Board refused reimbursement  
2 to Shoushana Ohanessian for employee expenses she advanced at their request.

3 The Debtors have asked to extend exclusivity to file a Chapter 11 Plan, yet nothing  
4 as been floated. The old board is too beholden to Hillair to mount any kind of challenge  
5 to its rule. This new board is prepared to fashion a reorganization relying upon the  
6 business acumen of its members, not just the financial analysis of its CRO.

7 For all of these reasons, the shareholders sought to call a meeting so that  
8 management would answer their many questions regarding the fate of their companies.  
9 When that was rebuffed, it was clear that more assertive action needed to be done. They  
10 convened a meeting of the shareholders in compliance with the By-Laws, removed a  
11 director, installed three new directors, and demanded information from management.  
12 Further steps await a decision of this motion.

13  
14 **THE SHAREHOLDERS MEETING WAS PROPERLY CALLED AND HELD**  
15

16 Scoobeez was originally organized in California, but as a result of a reverse merger  
17 with ABT Mining, Inc., which later became ABT Holding, Inc., and now has changed its  
18 name to Scoobeez Global, Inc., Scoobeez Global, Inc. is an Idaho corporation. Idaho  
19 Code Section 30-29-702(a) governs special meetings of the shareholders of a corporation.  
20 In relevant part, the section provides:

21 “(2) If shareholders holding at least twenty percent (20%) of all the  
22 votes entitled to be cast on any issue proposed to be considered at the  
23 proposed special meeting sign, date and deliver to the corporation one (1)  
24 or more written demands for the meeting describing the purpose or purposes  
25 for which it is to be held, provided that the articles of incorporation may fix a  
26 lower percentage or a higher percentage not exceeding thirty-three and  
27 one-third percent (33 1/3%) of all the votes entitled to be cast on any issue

1 proposed to be considered. Unless otherwise provided in the articles of  
2 incorporation, a written demand for a special meeting may be revoked by a  
3 writing to that effect received by the corporation before the receipt by the  
4 corporation of demands sufficient in number to require the holding of a  
5 special meeting.”

6 On October 18, 2019, majority shareholder Shahan Ohanessian served upon the  
7 then co-Chief Executive Officers of Scoobeez Global, George Voskanian and Scott A.  
8 Shiekh, a written demand, pursuant to Article II, Section 2 of the debtor's bylaws<sup>1</sup>, that a  
9 special meeting of the shareholders of Scoobeez Global be called and noticed within 15  
10 days of the demand and set forth the issues to be addressed at the special meeting. The  
11 demand was also sent to bankruptcy counsel, John Simon and Ashley M. McDow, and  
12 then directors, Brian Weiss, Howard Grobstein and Daniel W. Harrow. Ohanessian  
13 received no response from the co-CEOs of Scoobeez Global, therefore, on October 23,  
14 2019, he sent a follow up email inquiring about the status of the special meeting demanded  
15 by way of the letter served on October 18, 2019. On that same date, Ohanessian received  
16 a response from Weiss indicating that his "legal counsel ... are performing some research"  
17 and that a response would be "provide[d] after this occurs."

18 On October 25, 2019, Ohanessian sent another follow-up correspondence to  
19 Messrs. Voskanian, Shiekh, Simon, Weiss, Grobstein and Harrow, and Ms. McDow  
20 following up on his demand for a special meeting of the shareholders. The Board did not  
21 take any action. In light of management's refusal to address the demand, on October 29,  
22 2019, Shahan served a notice on Messrs. Voskanian, Shiekh, Simon, Weiss, Grobstein  
23 and Harrow, and Ms. McDow indicating that, he was calling a Special Meeting of the  
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25 <sup>1</sup> That section provides: “Any action required to be taken at a meeting of the  
26 shareholders, or any other action which may be taken at a meeting of the shareholders,  
27 may be taken without a meeting of a consent in writing, setting forth the action so taken,  
28 must be signed by shareholders owning a majority of the Company's issued and  
outstanding common stock with respect to the subject matter thereof.”

Shareholders to be held at 1:00 p.m. PST on November 1, 2019, at Scoobeez Global's principal offices. Finally responding, on October 31, 2019, Co-CEO Sheikh sent an email indicating that Shahan will not be allowed access to Scoobeez Global's principal offices on November 1, 2019 for purposes of holding a shareholders meeting.

In light of these events, shareholders Peter Rosenthal (as Trustee of the Rosenthal Family Trust), Ohanessian and Dick Dolan, who jointly own over 90% of the outstanding common stock of Scoobeez Global, convened a shareholders meeting on November 1, 2019, at a location in Glendale, California (which was disclosed to the Company's management in advance of the meeting), wherein they discussed: (i) the status of Scoobeez Global, (ii) the actions taken by the current officers and directors, (iii) Scoobeez Global's relationship with Amazon, (iv) Scoobeez Global's lawsuit against Amazon, and (v) the actions and conduct of the directors and officers of Scoobeez Global.

At the meeting, Rosenthal made a motion to change the Board of Directors of Scoobeez Global, to remove of Daniel W. Harrow and appoint new Directors to the Board. The motion was seconded by Dick Dolan. A vote was held by the present shareholders, with all three shareholders voting in favor, to remove Harrow from the Board of Directors, and elected the following individuals to the Board: Shoushana Ohanessian, Shahan Ohanessian and Gregori Sedrakyan. Brian Weiss and Howard Grobstein were not removed from the Board.

That new board asked for information from the company's management, "why the Sale Motion pending before the United States Bankruptcy Court is a better course of action for the creditors than the Company filing a reorganization plan." The management's response was to deny the legitimacy of the shareholders meeting and its actions.

Article 2, Section 8 of the Bylaws of Scoobeez Global provides as follows:

"Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may

1 be taken without a meeting of a consent in writing, setting forth the action so  
2 taken, must be signed by shareholders owning a majority of the Company's  
3 issued and outstanding common stock with respect to the subject matter  
4 thereof."

5 This provision is consistent with Idaho law, which provides that:

6 "The articles of incorporation may provide that any action required or  
7 permitted by this chapter to be taken at a shareholders' meeting may be  
8 taken without a meeting, and without prior notice, if consents in writing  
9 setting forth the action so taken are signed by the holders of outstanding  
10 shares having not less than the minimum number of votes that would be  
11 required to authorize or take the action at a meeting at which all shares  
12 entitled to vote on the action were present and voted. (I.C. § 30-29-704(b).)"

13 Idaho law further provides that:

14 A consent signed pursuant to the provisions of this section has the  
15 effect of a vote taken at a meeting and may be described as such in any  
16 document. Unless the articles of incorporation, bylaws, or a resolution of the  
17 board of directors provides for a reasonable delay to permit tabulation of  
18 written consents, the action taken by written consent shall be effective when  
19 written consents signed by sufficient shareholders to take the action have  
20 been delivered to the corporation. (I.C. § 30-29-704(d).)

21  
22 **THE FILING OF A BANKRUPTCY DOES NOT DEPRIVE SHAREHOLDERS**  
23 **AND DIRECTORS OF THEIR CORPORATE MANAGEMENT POWERS**  
24

25 It is axiomatic that a corporate entity is managed by a board of directors that is  
26 elected by the shareholders. The ultimate power of a corporation rests in its shareholders  
27 whose power to elect and remove members of the board of directors can steer the course



1 the corporate follows. This is true in the wide world, and it is also true while the corporation  
2 navigates the reefs and shoals of bankruptcy.

3 The shareholders retain their rights to elect the board of directors of debtors in  
4 bankruptcy. Jacobson v. AEG Capital Corp., 50 F.3d 1493, 1499-1500 (9<sup>th</sup> Cir 1995)  
5 (“shareholders still have the power to elect directors of the corporation, and the directors  
6 still have the power to select officers and to guide the corporation’s business activities  
7 where director action is required by state law”, quoting Broude, Reorganizations Under  
8 Chapter 11 of the Bankruptcy Code, § 6.06). Bankruptcy courts have long given wide  
9 deference to the underlying corporate powers possessed by officers, directors and  
10 shareholders of debtor corporations. “As a consequence of the shareholders’ right to  
11 govern their corporation, *a prerogative ordinarily uncompromised by reorganization*, a  
12 bankruptcy court should not lightly employ its equitable power to block an election of a new  
13 board of directors.” In re Johns Manville Corp., 801 F.2d 60, 64 (2d Cir. 1986) (Emphasis  
14 added.).

15 As stated in In re Lifeguard Indus., Inc., 37 BR 3, 17 (Bankr SD Ohio 1983) “There  
16 is little question that shareholders of a corporate debtor-in-possession retain their state law  
17 rights to control a corporation, and that such rights cannot be lightly cast aside by this  
18 Court.” The equitable principles that underlie bankruptcy law encourage respect for all  
19 classes of claimants. “Shareholders, moreover, should have the right to be adequately  
20 represented in the conduct of a debtor’s affairs, particularly in such an important matter as  
21 the reorganization of the debtor.” In re Marvel Entm’t Grp., 209 BR 832, 838 (D Del.  
22 1997). The course presently set by the Board seems to lead inexorably to a take-over by  
23 the secured creditor to the extreme detriment of the creditor classes and the shareholders.

24 The “right to call a [shareholders] meeting may be impaired only if the Equity  
25 Committee is guilty of “clear abuse” in attempting to call one. See In re J.P. Linahan, Inc.,  
26 111 F.2d 590, 592 (2d Cir. 1940).” In re Johns-Manville Corp., 801 F.2d 60, 64 (2d Cir.  
27 1986). Providing themselves with a voice in the reorganization process is not a clear

1 abuse.

2 In an early case, In re Bush Terminal Co., 78 F.2d 662 (2d Cir. 1935), the Second  
3 Circuit reversed an order enjoining a shareholders' meeting which sought to advance a  
4 rehabilitation plan more favorable to equity. The court said:

5 "[T]he debtor is given the right to be heard on all questions. Obviously, the  
6 stockholders should have the right to be adequately represented in the  
7 conduct of the debtor's affairs, especially in such an important matter as the  
8 reorganization of the debtor. Such representation can be obtained only by  
9 having as directors persons of their choice. . . . [T]he debtor is given the  
10 power to propose a plan of reorganization. No reason is advanced why  
11 stockholders, if they feel that the present board of directors is not acting in  
12 their interest, or has caused an unsatisfactory plan to be filed on behalf of  
13 the debtor, should not cause a new board to be elected which will act in  
14 conformance with the stockholders' wishes." *Id* at 664.

15 A significant factor which influences the courts appears to be equity's participation  
16 in the reorganization process. The position of the respective classes of creditors and  
17 interest holders can be negotiated and incorporated into a reorganization plan; or be the  
18 subject of a reorganization battle for votes after a disclosure statement makes clear the  
19 consequences of confirmation for each class. This process is lacking here where the  
20 Debtor's directors seek to sell it and/or its assets as a Section 363(b) sale against the  
21 expressed will of equity and without any significant disclosure of due diligence in locating  
22 a buyer, the valuation of assets, or the consequences to each class if a sale is  
23 consummated. If equity participation is to be encouraged in the open reorganization  
24 process, it stands to reason that it is to be welcomed where the process is shrouded in  
25 mystery.

**THE SHAREHOLDERS MEETING AND ELECTION OF NEW DIRECTORS  
IS NOT PROHIBITED BY THE AUTOMATIC STAY**

A number of courts have considered the impact of the automatic stay vis-a-vis the inherent powers and structures of corporations and their interestholders, and virtually all have concluded that the automatic stay does not bar such actions. The Second Circuit considered the issue of whether a court should issue an affirmative injunction to stop a disputed board election in the case of In re Johns-Manville Corp. Manville Corp. v. Equity Security Holders Committee (In re Johns-Manville Corp.), 801 F.2d 60, 63 (2d Cir. 1986). The Johns-Manville court upheld that the right of shareholders to compel a shareholders' meeting for the purposes of election a new board of directors continues during reorganization proceedings. "A proceeding in bankruptcy ordinarily will not impair the right of a shareholder to compel an annual meeting."

While there are differences between annual and special shareholder meetings, they are more of formalities than of substance. In each, shareholders may vote to take action. In Official Bondholder Committee v. Chase Manhattan [sic] Bank (In re Marvel Entm't Grp., Inc.), 209 B.R. 832 (D. Del. 1997) ("Marvel Entertainment"), the court held that the automatic stay provisions of the Bankruptcy Code were not implicated by the exercise of a shareholders' corporate governance rights. Relying, in part, on Johns-Manville, the court held:

"It is well settled that the right of shareholders to compel a shareholders' meeting for the purpose of electing a new board of directors subsists during reorganization proceedings. The right of shareholders to be represented by directors of their choice and thus to control corporate policy is paramount. Shareholders, moreover, should have the right to be adequately represented in the conduct of a debtor's affairs, particularly in such an important matter as the reorganization of the debtor. As a result, the

1 election of a new board of directors may be enjoined only under  
2 circumstances demonstrating “clear abuse.” “Clear abuse” requires a  
3 showing that the shareholders’ action in seeking to elect a new board of  
4 directors demonstrates a willingness to risk rehabilitation altogether in order  
5 to win a larger share for equity. The fact that the shareholders’ action may  
6 be motivated by a desire to arrogate more bargaining power in the  
7 negotiation of a reorganization plan, without more, does not constitute clear  
8 abuse.” (citations and internal quotation marks omitted)

9 It is important to recognize the context of these cases. The question at issue was  
10 decided in the context of adversary proceedings seeking an injunction against the  
11 shareholder action. It was taken as a given that the automatic stay did not prohibit the  
12 actions. The court in In re SS Body Armor I, Inc., 527 BR 597 (Bankr D Del 2015)  
13 confronted the issue directly where, as here, a shareholder made a motion that the  
14 automatic stay did not prohibit shareholder actions to convene a meeting and to replace  
15 members of the board of directors. “This Court adopts the holdings of Johns-Manville and  
16 Marvel Entertainment. The right of a shareholder to compel a shareholder’s meeting for the  
17 purpose of election of a new board of directors continues during bankruptcy and the  
18 automatic stay is inapplicable to the exercise of that right, including the inception of state  
19 court proceedings to compel a shareholder meeting.” Id at 606-607. While that right is not  
20 unfettered, a showing of “‘clear abuse’, in other words, a showing of delay and real  
21 jeopardy to a debtor’s reorganization,” must await an adversary proceeding seeking an  
22 injunction against the shareholder action, Id at 607.

23 The court in JohnsManville cited In re Potter Instrument Co., 593 F 2d 470 (2d Cir.  
24 1979) (a case under the Act, not the Code), and then distinguished it. Potter said:  
25 “[T]he right of the majority of stockholders to be represented by directors of  
26 their own choice and thus to control corporate policy is paramount and will  
27 not be disturbed unless a clear case of abuse is made out. This has been the

1 rule all along in equity receivership, in ordinary bankruptcy and in  
2 proceedings for reorganization under former section 77B of the Bankruptcy  
3 Act [the antecedent of Chapter X] . . . [With respect to their choice of the type  
4 of reorganization plan,] the stockholders are entitled to elect directors who  
5 will abide by their wishes, provided of course the directors chosen are not  
6 persons who will injure the honest and efficient management of the corporate  
7 property. In re J. P. Linahan, Inc., 111 F.2d 590, 592 (2d Cir. 1940) (citations  
8 omitted). See 6 Collier on Bankruptcy ¶ 8.15 (14th ed. 1978).” Potter at 475.

9 Potter was factually distinguished from Johns Manville since the shareholder had  
10 failed to abide by previous court orders, and had expressed his goal of smashing the  
11 debtor business. The Potter lower court found that a shareholder election “might result  
12 in unsatisfactory management and would probably jeopardize both PICO’s rehabilitation  
13 and the rights of creditors and stockholders—sounding the “death knell” to the debtor as  
14 well as to appellant himself.”

15 The new board has made demand for information from management. It has not  
16 seized the reins of the reorganization. The Debtors reorganizations are not threatened;  
17 rather it appears that they are furthered by having management pushed to devise a plan,  
18 a course they have proved reluctant to follow. The actions seek to further the debtors, not  
19 to endanger them.

20

## 21 CONCLUSION

22 Shareholder powers of meeting and election are not impacted by the bankruptcy  
23 process. The automatic stay does not prohibit either from being pursued because the  
24 ultimate powers behind the throne are the shareholders. Where shareholder actions  
25 threaten the survival of the debtor, the court may weigh injunctive relief bringing to bear the  
26 full gamut of equitable analysis. But when the actions taken do not imperil the debtor, its  
27 business, or its reorganization, there is no cause for injunctive relief. To the contrary, this

28

1 court should grant the motion, find that the automatic stay does not prohibit the call of  
2 Scoobeez Global's shareholders meeting, does not prohibit the removal and replacement  
3 of board members, and does not prohibit that new board from acting on behalf of the  
4 debtors in this case.

5  
6 Dated: November 21, 2019

7 /s/ Richard T. Baum

8 RICHARD T. BAUM, Attorney for Shareholder  
9 ROSENTHAL FAMILY TRUST U/T/D  
10 3/25/1988

**DECLARATION OF PETER ROSENTHAL**

I, PETER ROSENTHAL, declare:

1. Along with my wife Barbara, I am the trustee of Rosenthal Family Trust UTD 3/25/1988 ("RT" hereafter). I have personal knowledge of the facts set forth herein and if called as a witness I could testify competently thereto, except where stated on information and belief, in which case I trust the source of information and believe the facts stated to be true.

2. Based upon review of records of the corporation shown to me sometime after RT became a shareholder, Scoobeez was originally organized in California, but as a result of a reverse merger with ABT Mining, Inc., which later became ABT Holding, Inc., and now has changed its name to Scoobeez Global, Inc., Scoobeez Global, Inc. is an Idaho corporation.

3. On October 18, 2019, majority shareholder Shahan Ohanessian served upon the then co-Chief Executive Officers of Scoobeez Global, George Voskanian and Scott A. Shiekh, our written demand, pursuant to Article II, Section 2 of the debtor's bylaws, that a special meeting of the shareholders of Scoobeez Global be called and noticed within 15 days of the demand and set forth the issues to be addressed at the special meeting. A true copy is attached hereto as Exhibit 1. The demand was also sent to bankruptcy counsel, John Simon and Ashley M. McDow, and then directors, Brian Weiss, Howard Grobstein and Daniel W. Harrow. Neither Ohanessian nor I received a response. Therefore, on October 23, 2019, he cc'd me on a follow up email inquiring about the status of the special meeting demanded by way of the letter served on October 18, 2019, a true copy of the print fo that email is attached as Exhibit 2. On that same date, Ohanessian received a response from Weiss indicating that his "legal counsel ... are performing some research" and that a response would be "provide[d] after this occurs." A true copy of the print of this email is attached as Exhibit 3.

1           4. On October 25, 2019, Ohanessian sent another follow-up correspondence to  
2 Messrs. Voskanian, Shiekh, Simon, Weiss, Grobstein and Harrow, and Ms. McDow  
3 following up on his demand for a special meeting of the shareholders. The Board did not  
4 take any action. In light of management's refusal to address the demand, on October 29,  
5 2019, Ohanessian served a notice on Messrs. Voskanian, Shiekh, Simon, Weiss,  
6 Grobstein and Harrow, and Ms. McDow indicating that, he was calling a Special Meeting  
7 of the Shareholders to be held at 1:00 p.m. PST on November 1, 2019, at Scoobeez  
8 Global's principal offices. A true copy of the print of that email is attached as Exhibit 4.  
9 p.m. PST on November 1, 2019, at Scoobeez Global's principal offices. On October 31,  
10 2019, Co-CEO Sheikh finally responded and sent an email indicating that Ohanessian will  
11 not be allowed access to Scoobeez Global's principal offices on November 1, 2019 for  
12 purposes of holding a shareholders meeting. A true copy of the print of this email is  
13 attached as Exhibit 5.

14           5. On November 1, 2019, shareholders Ohanessian, Dick Dolan, and I (on behalf  
15 of RT), who jointly own over 90% of the outstanding common stock of Scoobeez Global,  
16 convened a shareholders meeting at a location in Glendale, California. The address of the  
17 meeting was disclosed to the Company's management in advance of the meeting. We  
18 discussed: (i) the status of Scoobeez Global, (ii) the actions taken by the current officers  
19 and directors, (iii) Scoobeez Global's relationship with Amazon, (iv) Scoobeez Global's  
20 lawsuit against Amazon, and (v) the actions and conduct of the directors and officers of  
21 Scoobeez Global. we discussed the 40% fall in revenue disclosed by Ms McDow. We  
22 discussed the falling out of favor with Amazon, the litigation initiated by the Debtors against  
23 it, and Amazon's motion for relief from stay which contends that it has the right to terminate  
24 its contract with the Debtors. We discussed the implications of such a course, and the  
25 need to restore the good relations with the Debtor's most important customer. The failure  
26 to repair that relationship greatly troubled each of us. Ohanessian expressed concern that  
27 review of the Monthly Operating Report in the bankruptcy indicated that the Debtors were



1 spending a lot of money on technology issues which, in Ohanessian's experience, was  
2 unnecessary. As shareholders we expressed that this issue needed to be explored. We  
3 were very concerned over the influence which Hillair was having with the Debtors, and  
4 decided to ask for information from the company's management, specifically "why the Sale  
5 Motion pending before the United States Bankruptcy Court is a better course of action for  
6 the creditors than the Company filing a reorganization plan." A true copy of the letter to the  
7 Board is attached as Exhibit 6. We discussed concerns regarding the officers of  
8 Scoobeez: Weiss is the chosen CRO of Hillair, and undoubtedly hopes for future  
9 appointments. Voskanian and Sheikh had their salaries doubled (thanks to Hillair), and  
10 Sheikh remains the attorney of ousted officer and director Ohanessian. While we were  
11 concerned about these many things, it was specifically stated by Ohanessian that neither  
12 we as shareholders, nor the new board, would attempt to wrest control of the finances  
13 away from management. He also stated that while he was dissatisfied with the work of  
14 Brian Weiss, the new board might replace him with another qualified Chief Reorganization  
15 Officer. That person, he said, would not be him.

16 6. After some discussion, I made a motion to change the Board of Directors of  
17 Scoobeez Global, to remove of Daniel W. Harrow and appoint new Directors to the Board.  
18 The motion was seconded by Dick Dolan. A vote was held by the present shareholders,  
19 with all three of us voting in favor and none opposed, to remove Harrow from the Board of  
20 Directors, and to elect the following individuals to the Board: Shoushana Ohanessian,  
21 Shahan Ohanessian and Gregori Sedrakyan. Brian Weiss and Howard Grobstein were  
22 not removed from the Board. Minutes fo the meeting were prepared by Ohanessian, a true  
23 copy of which is attached as Exhibit 7. We also acted by written consent to remove Harrow  
24 and elect Shoushana Ohanessian, Shahan Ohanessian and Gregori Sedrakyan as  
25 directors. A true copy of that Action By Written Consent is attached as Exhibit 8.

1           7. After the vote, the shareholders stated clearly to the new board members that  
2 they would not countenance any attempt to put Shahan Ohanessian or Shoushana  
3 Ohanessian in charge of, or with access to, the moneys of the Debtors

4           8. The procedures undertaken by us, the shareholders, are consistent with the By-  
5 Laws of Scoobeez Global, Inc. and with Idaho law. Article 2, Section 8 of the Bylaws of  
6 Scoobeez Global provides as follows:

7                    “Any action required to be taken at a meeting of the shareholders, or  
8 any other action which may be taken at a meeting of the shareholders, may  
9 be taken without a meeting of a consent in writing, setting forth the action so  
10 taken, must be signed by shareholders owning a majority of the Company's  
11 issued and outstanding common stock with respect to the subject matter  
12 thereof.”

13           9. This provision in the By-Laws is consistent with Idaho law, which provides:

14                    The articles of incorporation may provide that any action required or  
15 permitted by this chapter to be taken at a shareholders' meeting may be  
16 taken without a meeting, and without prior notice, if consents in writing  
17 setting forth the action so taken are signed by the holders of outstanding  
18 shares having not less than the minimum number of votes that would be  
19 required to authorize or take the action at a meeting at which all shares  
20 entitled to vote on the action were present and voted. (I.C. § 30-29-704(b).)

21           10. Idaho law further provides that:

22                    A consent signed pursuant to the provisions of this section has the  
23 effect of a vote taken at a meeting and may be described as such in any  
24 document. Unless the articles of incorporation, bylaws, or a resolution of the  
25 board of directors provides for a reasonable delay to permit tabulation of  
26 written consents, the action taken by written consent shall be effective when  
27 written consents signed by sufficient shareholders to take the action have

1           been delivered to the corporation. (I.C. § 30-29-704(d).)

2  
3           I declare under penalty of perjury under the laws of the United States of America  
4 that the foregoing is true and correct. Executed this 21 day of November, 2019 in Los  
5 Angeles County, California.

6 

7  
8           PETER ROSENTHAL

# EXHIBIT 1

**Shahan Ohanessian**  
**1328 Doverwood Drive • Glendale, CA 91207**  
**shahan.oh@gmail.com • (818) 400-0338**

October 18, 2019

**VIA EMAIL**

George Voskanian  
Scott A. Sheikh  
Scoobeez Global, Inc.  
3463 Foothill Blvd  
Glendale, CA 91214  
[George@Scoobeez.com](mailto:George@Scoobeez.com)  
[Scott@Scoobeez.com](mailto:Scott@Scoobeez.com)

**Re: Notice of Special Meeting of Shareholders of Scoobeez Global, Inc.**

The undersigned, being the record owner of 150,000,000 shares of common stock and 18,400,000 shares of Series A preferred stock and representing more than 20% of the voting power of Scoobeez Global, Inc., an Idaho corporation, ("Scoobeez Global") hereby demands that a special meeting of the shareholders of Scoobeez Global be called and noticed within 15 days of this demand for the purposes of discussing:

- The sale of Scoobeez Global or any of its assets, including, but not limited to, Scoobeez, a California corporation, and Scoobur LLC, a California limited liability company.
- Actions necessary to preserve relationships with Amazon.com and its affiliated companies.
- Failure to hold an annual meeting as required by the bylaws.
- The conduct of the current Board of Directors, including, but not limited to, consequences for such conduct.

Sincerely,



Shahan Ohanessian

cc: John Simon  
Ashley M. McDow  
FOLEY & LARDNER LLP  
555 S Flower St 33rd Fl  
Los Angeles, CA 90071  
[jsimon@foley.com](mailto:jsimon@foley.com)  
[amcdow@foley.com](mailto:amcdow@foley.com)

Howard Grobstein  
6300 Canoga Ave Ste 1500W  
Woodland Hills 91367  
[hgrobstein@gtllp.com](mailto:hgrobstein@gtllp.com)

**Shahan Ohanessian**

**1328 Doverwood Drive • Glendale, CA 91207**

**shahan.oh@gmail.com • (818) 400-0338**

Brian Weiss

20341 SW Birch St Ste 220

Newport Beach, CA 92660

bweiss@force10partners.com

Daniel W. Harrow

D.W. Harrow and Associates

Dallas Fortworth

(Please provide email address for Mr. Harrow)

# EXHIBIT 2

**FW: ShareHolders Meeting**

Jeffrey Shinbrot <jeffrey@shinbrotfirm.com>

Wed 11/20/2019 9:03 AM

To: Rick Baum <rickbaum@hotmail.com>

**From:** Brian Weiss <bweiss@force10partners.com>

**Sent:** Wednesday, October 23, 2019 11:58 AM

**To:** Shahan Ohanessian <shahan.oh@gmail.com>

**Cc:** George Voskanian <george@scoobeez.com>; Scott A. Sheikh <scott@scoobeez.com>; Ashley McDow <amcdow@foley.com>; JSimon@foley.com; Jeffrey Shinbrot <jeffrey@shinbrotfirm.com>

**Subject:** Re: ShareHolders Meeting

Shahan,

My legal counsel has been provided a copy of your request. They are performing some research and will revert back to me shortly. We will provide you with a response after this occurs.

Regards,  
Brian

[EXHIBIT 2]

On Wed, Oct 23, 2019, 11:54 AM Shahan Ohanessian <shahan.oh@gmail.com> wrote:

I am following up on the email below. I have not received any response from any of you. Please let me know where is the meeting going to be held and if you have given notice to the rest of the shareholders or not. Should not hear from you by the end of the day tomorrow October 24th, 2019, I will assume you are going to ignore the notice and I will take appropriate action and will hold all of the officers and the board members accountable for this conduct.

Shahan Ohanessian

> On FridayOctober 18, 2019, at Friday5:48 PM, Shahan Ohanessian <shahan.oh@gmail.com> wrote:

>

> Please take notice for the meeting below and let me know the time and place where this meeting will be held.

>

> <Demand for Special Meeting - Scoobeez Global 10-18-19 .pdf>

>

>

> Shahan Ohanessian

>

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# EXHIBIT 3

**FW: ShareHolders Meeting**

Jeffrey Shinbrot &lt;jeffrey@shinbrotfirm.com&gt;

Wed 11/20/2019 9:03 AM

To: Rick Baum &lt;rickbaum@hotmail.com&gt;

**From:** Brian Weiss <bweiss@force10partners.com>**Sent:** Wednesday, October 23, 2019 11:58 AM**To:** Shahan Ohanessian <shahan.oh@gmail.com>**Cc:** George Voskanian <george@scoobeez.com>; Scott A. Sheikh <scott@scoobeez.com>; Ashley McDow <amcdow@foley.com>; JSimon@foley.com; Jeffrey Shinbrot <jeffrey@shinbrotfirm.com>**Subject:** Re: ShareHolders Meeting

[ EXHIBIT 3 ]

Shahan,

My legal counsel has been provided a copy of your request. They are performing some research and will revert back to me shortly. We will provide you with a response after this occurs.

Regards,

Brian

On Wed, Oct 23, 2019, 11:54 AM Shahan Ohanessian <shahan.oh@gmail.com> wrote:

I am following up on the email below. I have not received any response from any of you. Please let me know where is the meeting going to be held and if you have given notice to the rest of the shareholders or not. Should not hear from you by the end of the day tomorrow October 24th, 2019, I will assume you are going to ignore the notice and I will take appropriate action and will hold all of the officers and the board members accountable for this conduct.

Shahan Ohanessian

> On FridayOctober 18, 2019, at Friday5:48 PM, Shahan Ohanessian <shahan.oh@gmail.com> wrote:

&gt;

> Please take notice for the meeting below and let me know the time and place where this meeting will be held.

&gt;

> <Demand for Special Meeting - Scoobeez Global 10-18-19 .pdf>

&gt;

&gt;

> Shahan Ohanessian

&gt;

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended

# EXHIBIT 4

Shahan Ohanessian  
1328 Doverwood Drive • Glendale, CA 91207  
shahan.oh@gmail.com • (818) 400-0338

October 29, 2019

**VIA FEDEX OVERNIGHT, U.S. MAIL AND EMAIL**

George Voskanian  
Scott A. Sheikh  
Scoobeez Global, Inc.  
3463 Foothill Blvd  
Glendale, CA 91214  
scott@scoobeez.com  
george@scoobeez.com

John Simon  
Ashley M. McDow  
Foley & Lardner LLP  
555 S Flower St 33rd Fl  
Los Angeles, CA 90071  
jsimon@foley.com  
amcdow@foley.com

Howard Grobstein  
6300 Canoga Ave Ste 1500W  
Woodland Hills 91367  
hgrobstein@gtllp.com

Brian Weiss  
20341 SW Birch St Ste 220  
Newport Beach, CA 92660  
bweiss@force10partners.com

**I have request the rest of the boards information  
several times so we can contact them and you  
have ignored these request. Please make sure all  
of the board members are provided this notice.**

**Re: Special Meeting of Shareholders of Scoobeez Global, Inc.  
Date and Time: November 1, 2019 at 1:00 P.M. PST**

Dear All:

As you know, on October 18, 2019, I demanded that Messrs. Voskanian and Sheikh call a Special Meeting of the Shareholders of Scoobeez Global, Inc., an Idaho corporation, ("Scoobeez Global" or the "Company"), to discuss the following issues: (1) the sale of Scoobeez Global or any of its assets, including, but not limited to, Scoobeez, a California corporation, and Scoobur LLC, a California limited liability company; (2) actions necessary to preserve relationships with Amazon.com and its affiliated companies; (3) failure to hold an annual meeting as required by the bylaws; and (4) the conduct of the current Board of Directors, including, but not limited to, consequences for such conduct. My demand was sent to all of you.

On October 23, 2019, I sent an email in an attempt to follow up on my October 18, 2019 demand that a special meeting be called. That same day, I received a response from Mr. Weiss that his "legal counsel ... are performing some research" and that a response would be "provide[d] after this occurs." However, I have not heard back from Mr. Weiss.

On October 24, 2019, I spoke with Ashley McDow, Scoobeez Global's bankruptcy counsel, who informed me that revenues were down about 40% because Amazon has reduced the routes drastically and will likely cut more routes within days. I informed Ms. McDow that this was likely a result of poor

October 29, 2019

Page 2


management by the current officers and directors of the Company. As many of you know, when I was in control, the Company enjoyed a very prosperous relationship with Amazon. Ms. McDow also indicated that Amazon was willing to cancel its contracts with Scoobeez Global in exchange for \$1.1 million. The relationship with Amazon is worth many times that. Rather than attempt to salvage the relationship, Ms. McDow filed a lawsuit against Amazon the following day. During our call, Ms. McDow mentioned that she was recommending that the sale motion be withdrawn and that she had even drafted a board resolution for it. I also asked Ms. McDow when the Special Meeting of Shareholders would be called, pursuant to my demand, she told me that she had to send a memo to Mr. Weiss about it, but offered no further information.

On October 25, 2019, I sent yet another follow-up email to all of you, following up on my demand for a special meeting of the shareholders. That email was also ignored.

I have not heard back from any of you regarding my demand. I am seriously concerned about the ongoing viability of the Company and your actions that are seriously jeopardizing the Company's relationship with its main customer Amazon.com, do not benefit the Company, its shareholders or its creditors. Since you have failed to notice a meeting, as the record owner of 150,000,000 shares of common stock and 18,400,000 shares of Series A preferred stock and representing the majority of the voting power of Scoobeez Global, I am calling a Special Meeting of the Shareholders to be held at **12:00 p.m. PST on November 1, 2019** at the Company's principal offices, located at 3463 Foothill Boulevard, Glendale, California 91214. You are hereby requested to give notice to the remaining shareholders, whose contact information I do not have since my access to the Company's information has been revoked.

As I already indicated, the purpose of the meeting shall be to discuss the following issues: (1) the sale of Scoobeez Global or any of its assets, including, but not limited to, Scoobeez, a California corporation, and Scoobur LLC, a California limited liability company; (2) actions necessary to preserve relationships with Amazon.com and its affiliated companies; (3) failure to hold an annual meeting as required by the bylaws; and (4) the conduct of the current Board of Directors, including, but not limited to, consequences for such conduct.

Sincerely,



Shahan Ohanessian

# EXHIBIT 5

**Fwd: Proposed Special Meeting of the Scoobeez Global, Inc. Shareholders**

Shahan Ohanessian <shahan.oh@gmail.com>

Sun 11/10/2019 11:15 AM

To: Rick Baum <Rickbaum@hotmail.com>; Jeffrey Shinbrot <jeffrey@shinbrotfirm.com>

Cc: Shoushana Ohanessian <Suzy.oha@gmail.com>

Here is Scott's response to the share holder meeting

Begin forwarded message:

**From:** Jeffrey Shinbrot <jeffrey@shinbrotfirm.com>

**Subject:** Fwd: Proposed Special Meeting of the Scoobeez Global, Inc. Shareholders

**Date:** ThursdayOctober 31, 2019 at Thursday10:52:05 AM PDT

**To:** Shahan Ohanessian <Shahan.oh@gmail.com>, Shoushig Ohanessian  
<Suzy.oha@gmail.com>

Please see below

Sent from my iPhone

Begin forwarded message:

**From:** Scott Sheikh <scott@scoobeez.com>

**Date:** October 31, 2019 at 10:45:46 AM PDT

**To:** jeffrey@shinbrotfirm.com

**Cc:** Brian Weiss <bweiss@force10partners.com>, "<george@scoobeez.com>"  
<george@scoobeez.com>, Ashley McDow <amcdow@foley.com>, "John A.  
Simon" <JSimon@foley.com>

**Subject:** Proposed Special Meeting of the Scoobeez Global, Inc.  
Shareholders

Mr. Shinbrot,

We are in receipt of your client's correspondence regarding a proposed Special Meeting of the Shareholders at the Scoobeez Headquarters on Friday, November 1, 2019. Unfortunately, the notice is defective and no meeting can take place on that date. Please inform your client that there will be no Shareholder's Meeting at the Scoobeez Headquarters on November 1, 2019 and your client will not be allowed access to the premises.

To properly schedule a Special Meeting of the Shareholders pursuant to Idaho law, notice must be sent to all 1650+ shareholders and it must be sent no less than 10 days prior to the meeting. In order to determine who the current

Memorandum of Points & Authorities Page 32 of 44

shareholders are of Scoobeez Global, Inc., one must first obtain a NOBO list. Per the Company's transfer agent, it takes between 5-10 business days to process a request for the list. The cost of obtaining the list of shareholders and sending the notice (estimated to be just shy of \$6,000) is not part of the Cash Collateral Budget and must be approved by the Secured Creditor prior to incurring the cost. The request was submitted and denied. Accordingly, Scoobeez Global, Inc. is unable to honor the request for a Special Meeting of the Shareholders at this time.

Please confirm receipt of this correspondence at your earliest convenience.

Kind regards,



**Scott A. Sheikh, Esq.**

p: 844-Scoobeez ext. 1190

w: www.scoobeez.com

Co-CEO and General Counsel

m: 818-650-0958

e: scott@scoobeez.com

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# EXHIBIT 6

1328 Doverwood Drive • Glendale, CA 91207  
Suzy.oha@gmail.com • (818) 400-0338

November 9, 2019

**VIA OVERNIGHT MAIL AND EMAIL**

Brian Weiss  
20341 SW Birch St, Ste. 220  
Newport Beach, CA 92660  
bweiss@force10partners.com

**Re: Demand For Information Regarding Sale Motion**

Dear Mr. Weiss,

As you already know, a special meeting of the shareholders was held by Scoobeez Global, Inc. on November 1, 2019, at which time, Daniel W. Harrow was removed from the Board of Directors and the following individuals were appointed to the Board: Shoushana Ohanessian, Shahan Ohanessian, and Gregori Sedrakyan. On November 9, 2019, a special meeting of the newly constituted Board of Directors of Scoobeez Global, Inc. was held. You were provided notice of that meeting.

On behalf of the newly constituted Board of Directors of Scoobeez Global, Inc., as the company Chief Restructuring Officer, a request is hereby made that, within 48 hours of this letter, you provide the newly constituted Board of Directors the following information:

Detailed information to the newly constituted Board of Directors of Scoobeez Global, as to why the Sale Motion pending before the United States Bankruptcy Court is a better course of action for the creditors than the Company filing a reorganization plan.

I look forward to your prompt response.

Sincerely,



Shoushana Ohanessian

cc (via email): Shahan Ohanessian  
Howard Grobstein  
Gregori Sedrakyan

# EXHIBIT 7

**MINUTES OF SPECIAL MEETING  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

A special meeting of the shareholders Scoobeez Global, Inc. ("Scoobeez Global"), an Idaho corporation was called for and held on November 1, 2019, with shareholders owning more than 90% of the outstanding common stock of Scoobeez Global participated in the meeting. The actions taken at the special meeting are reflected herein.

**I. RECITALS**

1. On August 29, 2019, Scoobeez Global, through its bankruptcy counsel, made a motion for entry of an order approving bidding procedures for sale of assets in the Scoobeez Global Voluntary Chapter 11 Bankruptcy Proceedings pending the U.S. Bankruptcy Court, Central District of California, Petition # 2:19-bk-14989-WB. Such motion was made without notice to and/or consent from the Shareholders of Scoobeez Global.

2. On October 18, 2019, majority shareholder Shahan Ohanessian served upon the co-Chief Executive Officers of Scoobeez Global, George Voskanian and Scott A. Shiekh; a written demand that a special meeting of the shareholders of Scoobeez Global be called and noticed within 15 days of the demand and set forth the issues to be addressed at the special meeting. The demand was also sent to bankruptcy counsel for Scoobeez Global, John Simon and Ashley M. McDow of Foley & Lardner, LLP, and Scoobeez Global's current directors Brian Weiss, Howard Grobstein and Daniel W. Harrow.

3. On October 23, 2019, Mr. Ohanessian sent a follow up email inquiring about the status of the special meeting demanded by way of the letter served on October 18, 2019. On that same date, Mr. Ohanessian received a response from Mr. Weiss indicating that his "legal counsel ... are performing some research" and that a response would be "provide[d] after this occurs." Mr. Weiss did not provide a subsequent response.

4. On October 24, 2019, Mr. Ohanessian spoke with Ms. McDow, who informed him that revenues were down about 40% because Amazon had reduced the routes drastically and will likely cut more routes within days.

5. On October 25, 2019, Scoobeez Global, through its bankruptcy counsel, filed a lawsuit against Amazon Logistics, Inc. Such action was filed without notice to and/or consent from the Shareholders of Scoobeez Global.

6. On October 25, 2019, Mr. Ohanessian sent another follow-up correspondence to Messrs. Voskanian, Shiekh, Simon, Weiss, Grobstein and Daniel W. Harrow, and Ms. McDow following up on his demand for a special meeting of the shareholders, bankruptcy counsel for Scoobeez Global. That correspondence was also not addressed.

7. In light of the failure of the current officers and directors to notice the Special Meeting as demanded by Mr. Ohanessian on October 18, 2019 or addressing the demand for a Special Meeting, on October 29, 2019, Mr. Ohanessian served a notice on Messrs. Voskanian, Shiekh, Simon, Weiss, Grobstein and Daniel W. Harrow, and Ms. McDow indicating that, in light of their failure to notice a Special Meeting as demanded by way of the October 18, 2019 letter, he was calling a Special Meeting of the Shareholders to be held at 1:00 p.m. PST on

**MINUTES OF SPECIAL MEETING  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

November 1, 2019, at Scoobeez Global's principal offices, located at 3463 Foothill Boulevard, Glendale, California 91214.

8. On October 31, 2019, Mr. Sheikh sent an email to Mr. Ohanessian's bankruptcy counsel indicating that Mr. Ohanessian will not be allowed access to Scoobeez Global's principal offices on November 1, 2019 for purposes of holding a shareholders meeting.

9. In light of the foregoing, shareholders Peter Rosenthal, Shahan Ohanessian, and Dick Dolan, representing over 90% of the outstanding common stock of Scoobeez Global, convened on November 1, 2019, at approximately 12:00 p.m. PST, at 3221 North Verdugo Road, Glendale 91208, wherein the following matters were discussed: (i) current status of Scoobeez Global, (ii) the actions taken by the current officers and directors, (iii) Scoobeez Global's relationship with Amazon, (iv) Scoobeez Global's lawsuit against Amazon, and (v) the actions and conduct of the directors and officers of Scoobeez Global.

10. The participating shareholders expressed their displeasure with the fact that the current officers of the Scoobeez Global failed to call a special meeting of the shareholders when a demand was made. The participating shareholders further expressed a desire for preserving Scoobeez Global's relationship with Amazon.

**II. ACTIONS TAKEN AT SHAREHOLDERS' MEETING**

At the special meeting of the shareholders, shareholder Peter Rosenthal made a motion to change the Board of Directors of Scoobeez Global, to remove of Daniel W. Harrow and appoint new Directors to the Board. The motion was seconded by Dick Dolan. A vote was held by the present shareholders, with all three shareholders voting in favor, as follows:

1. **RESOLVED**, that the following individuals are hereby removed from the Board of Directors of Scoobeez Global:

Daniel W. Harrow

2. **RESOLVED**, that the following individuals are hereby elected to a serve as directors of Scoobeez Global to hold office until the next annual meeting of the shareholders or until their successors are duly elected:


Shoushana Ohanessian  
Shahan Ohanessian  
Gregori Sedrakyan

Brian Weiss and Howard Grobstein are not removed and therefore, continue to remain on the Board of Directors.

**MINUTES OF SPECIAL MEETING  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

3. **RESOLVED**, that all the actions taken above and resolutions are approved, ratified, and adopted, and may be reflected in the minutes of Scoobeez Global.

The meeting was then adjourned.



Shahan Ohanessian  
Secretary of Meeting

# EXHIBIT 8

**ACTION BY WRITTEN CONSENT  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

A special meeting of the shareholders Scoobeez Global, Inc. ("Scoobeez Global"), an Idaho corporation was called for and held on November 1, 2019, with shareholders owning more than 90% of the outstanding common stock of Scoobeez Global participated in the meeting. The actions taken at the special meeting are reflected herein:

**I. RECITALS**

1. On August 29, 2019, Scoobeez Global, through its bankruptcy counsel, made a motion for entry of an order approving bidding procedures for sale of assets in the Scoobeez Global Voluntary Chapter 11 Bankruptcy Proceedings pending the U.S. Bankruptcy Court, Central District of California, Petition # 2:19-bk-14989-WB. Such motion was made without notice to and/or consent from the Shareholders of Scoobeez Global.

2. On October 18, 2019, majority shareholder Shahan Ohanessian served upon the co-Chief Executive Officers of Scoobeez Global, George Voskarian and Scott A. Shiekh, a written demand that a special meeting of the shareholders of Scoobeez Global be called and noticed within 15 days of the demand and set forth the issues to be addressed at the special meeting. The demand was also sent to bankruptcy counsel for Scoobeez Global, John Simon and Ashley M. McDow of Foley & Lardner, LLP, and Scoobeez Global's current directors Brian Weiss, Howard Grobstein and Daniel W. Harrow.

3. On October 23, 2019, Mr. Ohanessian sent a follow up email inquiring about the status of the special meeting demanded by way of the letter served on October 18, 2019. On that same date, Mr. Ohanessian received a response from Mr. Weiss indicating that his "legal counsel ... are performing some research" and that a response would be "provide[d] after this occurs." Mr. Weiss did not provide a subsequent response.

4. On October 24, 2019, Mr. Ohanessian spoke with Ms. McDow, who informed him that revenues were down about 40% because Amazon had reduced the routes drastically and will likely cut more routes within days.

5. On October 25, 2019, Scoobeez Global, through its bankruptcy counsel, filed a lawsuit against Amazon Logistics, Inc. Such action was filed without notice to and/or consent from the Shareholders of Scoobeez Global.

6. On October 25, 2019, Mr. Ohanessian sent another follow-up correspondence to Messrs. Voskarian, Shiekh, Simon, Weiss, Grobstein and Daniel W. Harrow, and Ms. McDow following up on his demand for a special meeting of the shareholders, bankruptcy counsel for Scoobeez Global. That correspondence was also not addressed.

7. In light of the failure of the current officers and directors to notice the Special Meeting as demanded by Mr. Ohanessian on October 18, 2019 or addressing the demand for a Special Meeting, on October 29, 2019, Mr. Ohanessian served a notice on Messrs. Voskarian, Shiekh, Simon, Weiss, Grobstein and Daniel W. Harrow, and Ms. McDow indicating that, in light of their failure to notice a Special Meeting as demanded by way of the October 18, 2019 letter, he was calling a Special Meeting of the Shareholders to be held at 1:00 p.m. PST on



**ACTION BY WRITTEN CONSENT  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

November 1, 2019, at Scoobeez Global's principal offices, located at 3463 Foothill Boulevard, Glendale, California 91214.

8. On October 31, 2019, Mr. Sheikh sent an email to Mr. Ohanessian's bankruptcy counsel indicating that Mr. Ohanessian will not be allowed access to Scoobeez Global's principal offices on November 1, 2019 for purposes of holding a shareholders meeting.

9. In light of the foregoing, shareholders Peter Rosenthal, Shahan Ohanessian, and Dick Dolan, representing over 90% of the outstanding common stock of Scoobeez Global, convened on November 1, 2019, at approximately 12:00 p.m. PST, at 3221 North Verdugo Road, Glendale 91208, wherein the following matters were discussed: (i) current status of Scoobeez Global, (ii) the actions taken by the current officers and directors, (iii) Scoobeez Global's relationship with Amazon, (iv) Scoobeez Global's lawsuit against Amazon, and (v) the actions and conduct of the directors and officers of Scoobeez Global.

10. At the special meeting of the shareholders, shareholder Peter Rosenthal made a motion to change the Board of Directors of Scoobeez Global, to remove of Daniel W. Harrow and appoint new Directors to the Board. The motion was seconded by Dick Dolan. A vote was held by the shareholders present, with all three shareholders voting in favor, as follows:

Daniel W. Harrow was removed from the Board of Directors of Scoobeez Global.

The following individuals were elected to serve as directors of Scoobeez Global to hold office until the next annual meeting of the shareholders or until their successors are duly elected: Shoushana Ohanessian, Shahan Ohanessian, and Gregori Sedrakyan

Brian Weiss and Howard Grobstein were not removed and therefore, continue to remain on the Board of Directors.

11. The participating shareholders also expressed their displeasure with the fact that the current officers of the Scoobeez Global failed to call a special meeting of the shareholders when a demand was made. The participating shareholders further expressed a desire for preserving Scoobeez Global's relationship with Amazon.

**II. ACTION BY WRITTEN CONSENT**

The undersigned, as the record owners of more than 90% of the outstanding shares entitled to vote of Scoobeez Global, Inc. ("Scoobeez Global"), an Idaho corporation, do hereby approve and adopt the following actions:

1. **RESOLVED**, that the following individuals are hereby removed from the Board of Directors of Scoobeez Global:

Daniel W. Harrow

**ACTION BY WRITTEN CONSENT  
OF SHAREHOLDERS OWNING MAJORITY OF OUTSTANDING COMMON STOCK  
OF SCOOBEEZ GLOBAL, INC., an Idaho Corporation**

2. **RESOLVED**, that the following individuals are hereby elected to serve as directors of Scoobeez Global to hold office until the next annual meeting of the shareholders or until their successors are duly elected:

Shoushana Ohanessian  
Shahan Ohanessian  
Gregori Sedrakyan

Brian Weiss and Howard Grobstein are not removed and therefore, continue to remain on the Board of Directors.

3. **RESOLVED**, that all the actions taken above and resolutions are approved, ratified, and adopted.

The undersigned hereby consent to the foregoing resolutions and direct that this Written Consent be filed with the minutes of the proceedings of the shareholders of Scoobeez Global and that said resolutions shall have the same force and effect as if they were adopted at a meeting at which the undersigned were personally present.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of  
November 5, 2019

Shareholder Name

Shareholder Signature

Shahan Ohanessian

Peter Rosenthal



**PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 11500 West Olympic Boulevard, Suite 400, Los Angeles, California 90064-1525.

A true and correct copy of the foregoing document described as will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On November 22, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

**II. SERVED BY U.S. MAIL:**

On November 22, 2019, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge Julia Brand, United States Bankruptcy Court, 255 East Temple Street, Suite 1382, Los Angeles, California 90012

☒ Service information continued on attached page

**III. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**  
**(indicate method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on October 22, 2019 I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 22, 2019	RICHARD T. BAUM	/s/ Richard T. Baum
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2012

F 9013-3.1

By Notice of Electronic Filing (NEF)

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